File #:

<u>2020-119</u>

Owner's Name:

Patrick Garvey

Applicant:

Patrick Garvey

Agent:

N/A

Type of Application: ROW Abandonment

Key:

Big Pine Key

RE:

00250680-000000 00111070-000400 00250660-000000

Additional Information added to File 2020-119

End of Additional File 2020-119

APPLICATION **MONROE COUNTY** PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT 2 4 2020





MONROE CO. PLANNING DEPT.

Right-of-Way Abandonment Application

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review.

Right-of-Way Abandonment Application Fee: \$1,890.00

In addition to the application fee, the following fees also apply: Advertising Costs: \$245.00

Date of Application: 7 / 23 / 20 Month Day Year
Applicant / Agent Authorized to Act for Property Owner: (Agents must provide notarized authorization from all property owners.)
Patrick B Garvey
Applicant (Name of Person, Business or Organization) Name of Person Submitting Application
19905 344th St. Homestead, FC 33034
Mailing Address (Street, City, State and Zip Code)
Work Phone Home Phone Cell Phone Email Address
Work Phone Home Phone Cell Phone Email Address
Property Owner / Applicant: (Business/Estate/Joint-ownership must include documents showing who has legal authorization to sign.) Patrick Garrey Name of Person, Business or Organization Jef 905 344 5 Homos lead FC 33034 Mailing Address (Street, City, State and Zip Code) Mork Phone Home Phone Cell Phone Email Address
Description of right-of-way to be abandoned: Lots 5, 6 78 131415 c 16 of Black Pine Hamnock and toach Do & Pine Pares

Appl	icant seeks the abandonment for the following reasons:	1 10	
1/	road divided applicants proj	gerty & Ms	The
DI	operty is not configuous. This	inte fers	with
CIM	Il utilities to service the 3076	5	
		3	
	3		
Lega	l Description of Property: (If in metes and bounds, attach legal description on se	parate sheet.)	
BI	ock 1 5,6,7,8,13, 14,15,16 Pine Hammock	Bio Pino	Vac.
Block	Lot Subdivision K	ey J	reg
002	50680-00000/001110-70-00400/00250660 13	22466/11216	R/13 725
Real F	state (RE) Number	ate Key Number	9 1920
25	8 Cunningham Lw. Big Pinekey, FC Address (Street, City, State & Zip Code)	33047 1	nm21
Street	Address (Street, City, State & Zip Code)	Approximate	Mile Marker
	0 012 0	4 10 Prot	
Total	land area of the right-of-way to be abandoned:	34 FECT	
Prese	nt use of the right-of-way to be abandoned: Private & publi	¿ lunel; road	1 is not u
Propo	sed use of the right-of-way to be abandoned: Make privated a	nd contraine	1 Mores
	•		
	ting a right-of-way abandonment is based on specific criteria within Section of the code is attached to this application). Please read the Code carefully		
	cation for granting the right-of-way abandonment.	in order to provide appr	оргисс
1			
1.	Demonstrate the right-of-way is no longer required for public use a adversely affect public safety or have a negative impact on County		
		<i>D</i>	
	facilities: The road has never heen		
	to be a bondoned runs through p	rivate o pub	120 lane
	trees, sences will the road.	Curently	Phe Voa
	is not accessible.	<u> </u>	
2.	O 7 1 1	Yes [No
3.	Does right-of-way end on a body of open water?	∐ Yes [No
4. 5.	Terrange of the same services and the same services of terrange and the same services of the same services of	Yes [¥No No
٥.	If yes, attach notarized agreement letter from each owner.	Yes	NO
6.	8	Yes [No
7.		Yes	No
8.	a contract of the contract of	Yes	No
. 0	a. If yes, is the turnaround shown on the survey? Is the right-of-way paved, open to traffic?	∐ Yes [☐ Yes [100
). Are there any structures within the required setbacks?		Z No
		Yes	INU
	. If so, what is the structure and when was it built?		
	If so, what public purposes will the shandown and source?	Yes	INO
1.3	. If so, what public purpose will the abandonment serve?		

	4. An end of a road right-of-way abandonment requires adequate turning radius for public safety vehicles. Please refer to the Proof of Coordination (page 8). a. Have you coordinated with Monroe County Engineering Services? b. Have you coordinated with the Monroe County Fire Marshal? c. Have you coordinated with the Monroe County Sheriff's Office? 5. Abandonment applications must include written statements (dated within 90 days prior to the application submission date) from all public and private utilities servicing the property (including cable, electric, sewer, telephone, and water) stating any objections or required conditions to the proposed abandonment. a. Do you have comment letter from Keys Energy or Electric Co Op? b. Do you have comment letter from Florida Keys Aqueduct Authority? c. Do you have comment letter from Comcast? d. Do you have comment letter from AT&T? e. Do you have comment letters from any other utilities? (i.e., KW Resort Utility) Yes No							
	f. Are easements or utility relocations required by any of the utilities? A Utility Agreement will be required for relocation of utilities. Yes							
	of the following items must be included in order to have a complete application submission: ase check the box as each required item is attached to the application.)							
W	Complete right-of-way abandonment application (unaltered and unbound)							
V	Correct fee (check or money order payable to Monroe County Planning & Environmental Resources)							
U	Legal description of the portion of the right-of-way to be abandoned in metes and bounds							
Y	Proof of ownership of the Applicant's property(s) (i.e., Warranty Deed)							
	Notarized Agent Authorization Letter if using an agent to act on Applicant's behalf. An authorization is needed from <u>all</u> owners of the subject property.							
	Current Property Record Card(s) from the Monroe County Property Appraiser for the Applicant's property							
	Location map (i.e., copy of strip map, aerial photograph)							
Q	Photograph(s) of the right-of-way to be abandoned							
V	Copy of Recorded Plat that dedicated Right-of-Way to the County							
Ů	Title Certification (prepared not more than 90 days prior to application submission specifying language from the plat that dedicated the right-of-way and the County's interest in the right-of-way).							
	Signed and Sealed Survey of right-of-way to be abandoned and all adjoining properties, prepared by a Florida registered surveyor – 5 sets (Survey should be dated within 180 days prior to the date of application submission. The survey shall depict the precise location and dimensions of the area to be vacated and text from the recorded plat that dedicated the right-of-way. The survey shall also depict all parcels of land within 200 feet of the subject right-of-way and all public and private easements, public utility facilities and private franchise facilities located in or upon said right-of-way as well as the dimensions of all existing structures, paved areas and utility structures; and all bodies of water on the site and adjacent to the site. The portion of the right-of-way to be abandoned should be marked with diagonal lines and the applicant's property should be clearly delineated. If a turnaround is required, the survey must show the proposed location and dimensions).							
M	Proof of Coordination from Monroe County Engineering Services, Monroe County Fire Marshal, and Monroe County Sheriff's Office.							
A	Letters from all utility companies (written statement from all public and private utilities servicing the subject							

	electric, abandon		and cable	television	which	state any	objection	or re	quired	condition	s to t	the proposed
	have a m the porti	neans of acc	ess to his of adway to be	her prope abandone	rty affec d); Plea s	ted as a re se note: It	sult of the f a propert	aband ty is o	lonment	or one w	hose pi	e who would roperty abuts rs must sign.
		ITY AGRI he County p								of a utility	's pro	perty. Please
	responsib Agreeme	bility of th	e Applican struct either	t to const the cul-de	ruct. The-sac or	ne applica "T-type"	tion shoul turnaround	ld incl d per (lude the County	e "Turnar Standard	ound Specif	will be the Construction fications and
Is ther	e a pendi	ng code enfo	orcement pro	ceeding in	olving a	ill or a por	tion of the p	parcel	propose	d for devel	opmer	nt?
☐ Y	es 🚺	Vo	Code Cas	e file #			Descri	ibe the	enforce	ement proc	eeding	gs and if this
applic	ation is b	eing submit	ted to correc	t the violat	ion:					····		
_												

If deemed necessary to complete a full review of the application, the Planning & Environmental Resources

Department reserves the right to request additional information.

Applicants agree to be responsible for and pay for all costs of advertising and recording fees incurred relative to this request for the abandonment. The filing of a petition does not guarantee approval of abandonment.

Applicants further agree to grant any easement or provide for relocation when necessary for the furnishing of utilities, including without limitation: electric, water, sewer, telephone, gas, cable and other communication services upon request.

Applicants certify that the right-of-way to be abandoned does not end at open water.

See Page 5 for Signature and Notary Acknowledgement

We hereby petition the Honorable Board of County Commissioners to renounce and disclaim any right of the County and the public in and to the above-referenced street, alleyway, road or right-of-way as further depicted and described in the attachments.

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete, and accurate.

ALL OWNERS MUST SIGN IF PROPERTY IS HELD JOINTLY OR IN AN ESTATE PROOF OF

Send complete application package to:

My commission expires:

11/13/2002

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

LEGAL DESCRIPTION (Official Records Book 2662, Page 1839):

Lots 5, 6, 7, 8, 13, 14, 15 and 16 of Block 1 of PINE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 3, Page 163, of the Public Records of Monroe County, Florida.

AND

Tract D of Pine Key Acres, Section One, as recorded in O.R. Book 509, page 1046 through 1049 of the Public Records of Monroe County, Florida.

TOGETHER WITH (NEW AUTHORED BY THE UNDERSIGNED)

All that part of Pine Drive lying west of and adjacent to Lots 5, 6, 7 8, 9 and 10, Block 1 of PINE HAMMOCK, according to the Plat thereof as recorded Plat Book 3, Page 163, of the Public Records of Monroe County, Florida.

and

all that part of Pine Drive lying east of a portion of Tracts E and D, Pine Acres Section One, according to Official Records Book 509, Pages 1046 through 1049, of the Public Records of Monroe County, Florida and being more particularly described as follows:

BEGIN at a point on the East right-of-way line of Pine Drive, said point being the southwest corner of Lot 5, Block 1 of said PINE HAMMOCK, thence bear North along the east right-of-way line of said Pine Drive, also the West boundary line of Lots 5, 6, 7, 8, 9 and 10, Block 1 of said PINE HAMMOCK, for a distance of 280.00 feet to a point, said point also being the point of curvature of a curve concave to the southeast having for its elements a radius of 20.00 feet, a central angle of 90°00'00"; thence along the arc of said curve to the right for an arc distance of 31.42 feet to the point of tangency of said curve (said point also being a point on the north line of said Lot 10, Block 1, (south right of way line Don's Court); thence West along the westerly extension of the north line of said Lot 10, Block 1, a distance 40.00 feet to a point on the westerly right of way line of said Pine Drive; thence South along the west right of way line of said Pine Drive, a distance of 300.00 feet; thence East, a distance of 20,00 feet back to the Point of Commencement (Point of Beginning), Containing 6,085.84 square feet.

COMPOSITE EXHIBIT "B"

Doc# 2089807 08/30/2016 1:29PM Filed & Recorded in Official Records of MONROE COUNTY AMY HEAVILIN

105 K

08/30/2016 1:29PM DEED DOC STAMP CL: MA

\$735.00

Prepared by and return to: Franklin D. Greenman, P.A. 5800 Overseas Hwy. Suite 41 Marathon, FL 33050

Parcel Identification No. 00250680-000000, 00111070-004000, 00250660-000000
Doc# 2089807 Вк# 2813 Рун 880
Space Above This Line For Recording Data]
Warranty Deed
This Warranty Deed made this 2 H day of Angust, 2016 between Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Florida whose address is 258 Cunningham Lane, Big Pine Key, FL 33040: "grantor", and Patrick Garyey, whose address is 125 Cunningham Lane, Big Pine Key, FL 33040. "grantee".
Witnesseth, that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:
Lots 5, 6, 7, 8, 14, 15, and 16 of Block 1 of PINE HAMMOCK, according to the plat thereof, as recorded in Plat Book 3, Page 163 of the Public Records of Monroe County, Florida
SUBJECT TO: taxes and assessments for 2016 and subsequent years; and covenants, conditions, restrictions, easements, reservations and limitations, if any, of record.
This Warranty Deed was prepared without the benefit of title examination.
TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the same in fee simple forever.
AND said grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoevers and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.
The terms "grantor" and "grantee" are used for singular or plural as context requires.
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

COMPOSITE EXHIBIT "B"

Dock 2089807 Bk# 2813 Pg# 881

Witness Name: SUSAN JOBE	Growing Hope Foundation Corporation, By its Vice President
Mai Martantegu Witness Name: Mart Martin Ves	
Witness Name: Mari Wayton Ves	ie.
STATE OF FLORIDA COUNTY OF MONROE	
The foregoing instrument was acknowledged be Hill., Vice President of Growing Hope Foundat produced a driver's license as identification.	efore me this day of 2016 by Scott ion Corporation, who [Clis personally known or] has
[Notary Scal]	Mar Martin-Vegr
	Printed Name: Mari Martin-Vegue My Commission Expire: COMMISSION # FF185477
	EXPIRES: December 28, 20 8 www.AARONNOTARY.COM

MONROE COUNTY OFFICIAL RECORDS



Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID 00250680-000000 Account# 1322466 Property ID 1322466 Millage Group 100H

Location

258 CUNNINGHAM Ln, BIG PINE KEY

Address

Legal BK 1 LT 7 PINE HAMMOCK BIG PINE KEY PB3-163 OR123-Description 46/49 OR146-230/233 OR498-739 OR1599-2354D/C

OR1540-836/38 OR1599-2355D/C OR1599-2362/2363 OR2662-1839/40 OR2813-880/81 OR2817-1083/1084C (Note: Not to be used on legal documents.)

Neighborhood

Property

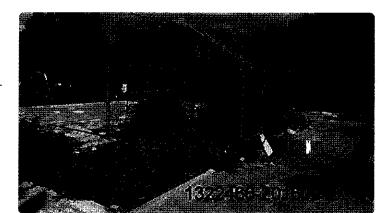
VACANT RES (0000)

Class

Subdivision PINE HAMMOCK Sec/Twp/Rng 26/66/29 Affordable No

Housing





Owner

GARVEY PATRICK 258 Cunningham Ln Big Pine Key FL 33043

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$8,080	\$8,080	\$8,080	\$8,080
+ Market Land Value	\$80,726	\$70,104	\$59,483	\$51,079
= Just Market Value	\$88,806	\$78,184	\$67,563	\$59,159
= Total Assessed Value	\$81,751	\$74,319	\$67,563	\$49,199
- School Exempt Value	\$0	\$0	\$0	(\$59,159)
= School Taxable Value	\$88,806	\$78,184	\$67,563	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED SFR DRY (01DP)	4,125.00	Square Foot	0	0

Yard Items

Description	Roll Year	Quantity	Units	Grade
CISTERNS	1955	1	20000 GAI	4

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/17/2016	\$0	Warranty Deed	2093118	2817	1083	30 - Unqualified	Improved
8/24/2016	\$105,000	Warranty Deed		2813	880	30 - Unqualified	Vacant
11/22/2013	\$155,000	Warranty Deed		2662	1839	17 - Unqualified	Vacant
8/31/1999	\$1	Warranty Deed		1599	2362	M - Unqualified	Improved

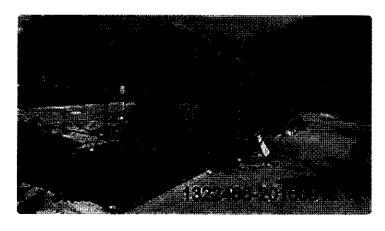
Permits

Number ♦	Date Issued ♦	Date Completed 🗢	Amount ♦	Permit Type ♦	Notes ♦
17106266	1/25/2018		\$12,000	Residential	
16104536	6/22/2016	6/30/2016	\$100	Residential	TEMPORARY 20 X 20 TENT FOR TROPICAL FRUIT FESTIVAL
14102661	6/16/2014	8/7/2014	\$0	Residential	REMOVAL OF INVASIVE EXOTIC PLANTS
14102225	6/13/2014	8/7/2014	\$700	Residential	REPLACE EXISTING 200 AMP SERVICE WITH 100 AMP 12 SPACE NEMA 3R PANEL
08103559	10/16/2008	12/4/2008	\$2,400	Residential	Demo MH & all structures

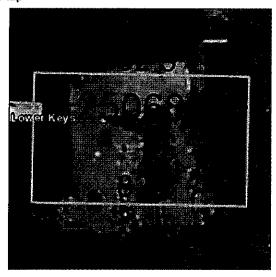
View Tax Info

View Taxes for this Parcel

Photos



Map



TRIM Notice

Trim Notice

2019 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge).

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Summary

Parcel ID 00111070-004000 Account# 1131610 Property ID 1131610 Millage Group 100H

Location Address 30675 23RD Ln, BIG PINE KEY

Legal

26 66 29 BIG PINE KEY PINE KEY ACRES TRACT D OR527-448R/S OR1540-833/35 OR1599-2354D/C OR1599-2355D/C

Description

OR1599-2356/58C OR1599-2362/63 OR2662-1839/40 OR

2813-880/81 OR2817-1083/84C (Note: Not to be used on legal documents.)

Neighborhood 10050

Property C

COMMERCIAL (1000)

Class

Subdivision

Sec/Twp/Rng 26/66/29 Affordable No

Housing



Owner

GARVEY PATRICK 258 Cunningham Ln Big Pine Key FL 33043

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$22,542	\$22,542	\$22,542	\$11,394
+ Market Land Value	\$1,338	\$1,338	\$10,100	\$10,100
= Just Market Value	\$23,880	\$23,880	\$32,642	\$21,494
= Total Assessed Value	\$23,880	\$23,880	\$32,642	\$21,494
- School Exempt Value	\$0	\$0	\$0	(\$21,494)
= School Taxable Value	\$23,880	\$23,880	\$32.642	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth .
(9940)	1.01	Acreage	Λ	^

Yard Items

Description	Roll Year	Quantity	Units	Grade	
FENCES	1961	0	3275 SF	1	
WATER FEATURE	1956	1	1 UT	1	
WATER FEATURE	1956	1	1 UT	4	
WATER FEATURE	1956	1	1 UT	5	Selection of the Control of the Cont

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page		Vacant or Improved
9/17/2016	\$0	Warranty Deed	2093118	2817	1083	30 - Unqualified	Improved
11/22/2013	\$155,000	Warranty Deed		2662	1839	05 - Qualified	Vacant
8/31/1999	\$30.000	Warranty Deed		1599	2362	M - Ungualified	Improved

View Tax Info

View Taxes for this Parcel

Photos



Мар



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2019 Notices Only

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Summary

Parcel ID 00250660-000000 Account# 1322440 Property ID 1322440 Millage Group 100H

Location Address

VACANT LAND, BIG PINE KEY

Legal

BK 1 PINE HAMMOCK PB3-163 BIG PINE KEY (LOTS 5 6 8 13 Description

14 15 & 16) OR146-232-233 OR498-739 PARCEL

REACTIVATED FOR AGRICULTURAL EXEMPTION FOR 1983 SF 7-7-83 OR1540-836/38 OR1599-2354D/C OR1599-2355D/C OR1599-2359/61C OR1599-2362/63 OR2662-1839/40 OR2813-880/81 OR2817-1083/1084C

(Note: Not to be used on legal documents.)

Neighborhood 10050

Property

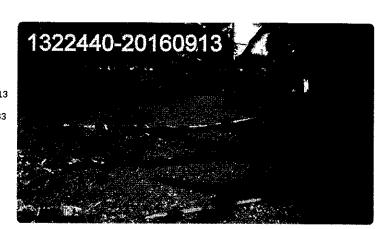
Class Subdivision COMMERCIAL (1000)

Sec/Twp/Rng Affordable

Housing

PINE HAMMOCK 26/66/29

No



Owner

GARVEY PATRICK 125 Cunningham Ln Big Pine Key FL 33043

Valuation

	2019	2018	2017	2016
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$7,727	\$7,727	\$7,727	\$0
+ Market Land Value	\$409	\$409	\$6,600	\$6,600
= Just Market Value	\$8,136	\$8,136	\$14,327	\$6,600
= Total Assessed Value	\$8,136	\$8,136	\$14,327	\$6,600
- School Exempt Value .	\$0	\$0	\$0	(\$6,600)
= School Taxable Value	\$8,136	\$8.136	\$14.327	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
(9940)	A / /			
199401	U.66	Acreage	Λ	^

Yard Items

Description	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1976	0	1980 SF	1
FENCES	1976	0	600 SF	2
WATER FEATURE	1956	0	1 UT	2

Sales

	Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9	9/17/2016	\$0	Warranty Deed	2093118	2817	1083	30 - Unqualified	Improved
	8/24/2016	\$105,000	Warranty Deed		2813	880	30 - Unqualified	Vacant
-	11/22/2013	\$155,000	Warranty Deed		2662	1839	05 - Qualified	Vacant
8	3/31/1999	\$1	Warranty Deed		1599	2362	M - Unqualified	Improved

Permits

Number ≑	Date Issued ♦	Date Completed ♦	Amount ♦	Permit Type ♦	Notes ♦
08103721	10/16/2008	12/15/2009	\$500	40 20 00 00 00 00 00 00 00 00 00 00 00 00	Demo/remove travel trailer

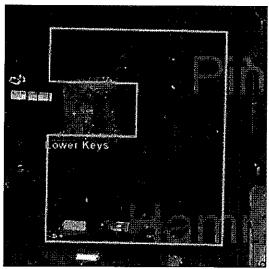
View Tax Info

View Taxes for this Parcel

Photos



Map



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PINE HAMMOCK

A SUBDIVISION LOCATED IN SECTION 26, TOWNSHIP 66 SOUTH, RANGE 29 EAST BIG PINE KEY MONROE COUNTY FLORIDA.

SCALE 1" - 80" C.G. BAILEY, REGISTERED LAND SURVEYOR MARATHON - FLORIDA SOUTHWEST CORNER OF THE EAST 1/2 OF THE NE. 1/4 O SECTION 26, TWP. 68 5., RGE. 29 E. rowe, s SUBDIVISION P.B. 1 --- 102 COUNTY 12 3 5 . 5 -NORTH -10513 6 105.35 **⊕** 8 105.48 A PART OF THIS 03.59 52.63 52.96 COUNTY ROAD DARIO'S 50 B D I VISION SUBDIVISION 76 P. B. 3 - 92 - 10E TROPICAL PARK PB.I-130 This plat was approved by Resolution of the Board of __ A. D. 1956, and filed இர்≲ record in Plat Book _3_at Page 163_, Public Records of Manroe County, Florida. Grald Samders 35 Earl Radami

NEWFOUND

HARBOR

AUGUST 1956.

KNOW ALL MEN BY THESE PRESENTS:

That Samuel B. Pinder Jr., and Coralle L. Pinder, his wife, owners of the following described property, have caused to be made the attached plat entitled "PINE HAMMOCK."

entitled "PINE HAMMOCK."

Description:— A parcel of land lying in the east 1/2 of the N.E. 1/4 of Saction 26, Township 66 South, Range 29 East, located an Big Pine Key, Monroe County, Florida, and more porticularly described as follows: Commencing at the southwest corner of the east 1/2 of the N.E. 1/4 of Section 26, Township 66 South, Range 29 East, run north on the west line of the east 1/2 of the N.E. 1/4 of Section 26 for a distance of 1090.94 feet to the point of beginning, thence continue north on sold west line of the east 1/2 of the N.E. 1/4 549.06 feet, thence at right angles east 185 feet, thence at right angles south 549.49 feet to the N.E. corner of Roger Lowe's Subdivision os shown in Plot Book I at page 102 of the Public Records of Monroe County, Florida, thence westerly along the north line of the said Roger Lowe's Subdivision 185 feet, back to the point of beginning.

102 of the Public Records of Monroe County, Florida, thence westerly along the north line of the said Rager Lawe's Subdivision 185 feet, back to the point of beginning.

Also another parcel of land lying in the east 1/2 of the N.E. 1/4 of Section 26, Township 66 South, Range 29 East, being more particularly described as follows: Commencing of the southwest corner of the east 1/2 of the N.E. 1/4 of Section 26, Township 66 South, Range 29 East, run north on the west line of the east 1/2 of the N.E. 1/4 of the aforementioned Section 26 for a distance of 1640 feet, thence at right angles east for a distance of 215 feet to the west side of a public road, thence at right angles south olong the west side of said road 250.91 feet to a point 375 feet to the west side of a public road, thence at right angles south olong the west side of said road 250.91 feet to a point 375 feet east of the west line of U.S. Highway No. 1, thence run westerly, parallel to sold center-line of U.S. Highway No. 1 for a distance of 419 feet to a point 375 feet east of the west line of the east 1/2 of the N.E. 1/4 of the aforementioned Section 26, thence run south, parallel with sold west line of the east 1/2 of the N.E. 1/4 of the aforementioned Section 26 for a distance of 837 feet to the northeast corner of that property conveyed to the American Telephone and Telegraph Co. by deed recorded in Book 664 at pages 366 & 367 of the Public Records of Monroe County, Florida, thence run westerly, parallel to the center line of U.S. Highway No. 1, for a distance of 160 feet to a point on the east side of a dedicated road, thence north, parallel to the west line of the east side of a dedicated road, thence north, parallel to the west line of the east side of a dedicated road, thence north, parallel to the west line of the east side of a dedicated road, thence north, parallel to the west line of the east side of a dedicated road, thence north, parallel to the west line of the east side of the public for proper purposes, reserving to themselves, their

IN WITNESS WHEREOF we have hereunto set our hands and 14_th_day of <u>August</u> A. D. 1956. secis this 14 th day of August Witnessed by

STATE OF FLORIDA SS

STATE OF FLORIDA SS
COUNTY OF MONROE

I hereby certify that on this day personally appeared before me, the undersigned authority, Samuel B. Pinder Jr., and Coralie L. Pinder, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same freely and vokuntarily for the uses and purposes therein expressed.

Witness my hand and official seal this 14th day of August AD.1956.

My commission expires
September 29 1958.

Notary Public — State of Florida.

I HEREBY CERTIFY that the attached plat of PINE
HAMMOCK Is true and correct to the best of my knowledge and
belief as recently surveyed, and platted by me. I also certify
that the Permonent Reference Manuments were set in accordance with
Section 7, Chapter 10275 (No. 253) Laws of the State of
Florida.

C. G. Balley Registered Land Surveyor No. 620

FILED AUGUST 15, 1956 10:05 A.M. 50875 Books Per 163



Report On: 30675 23RD LN BIG PINE KEY, Big Pine Key, FLORIDA, 33043

Creation Date: 97/16/2020 Effective Date: 97/14/2020

Property Information

Mortgages Found: 1

Litigation: No

Delinquent Taxes: No

Site Address: 30675 23RD LN BIG PINE KEY, Big Pine Key FLORIDA, 33043

County: MONROE

Owner Name: GARVEY, PATRICK Tax Id: 00111070-004000

Legal: TRACT D OF PINE KEY ACRES SECTION ONE. SEE DEED FOR REMAINDER OF LEGAL DESCRIPTION.

Chain of Title Information

Deed Type: CORRECTIVE WARRANTY DEED

Title Vested in: PATRICK GARVEY

Grantor: GROWING HOPE FOUNDATION CORPORATION

Dated: 09/17/2016 Recorded: 09/26/2016 Book & Page: 2817/1083

Comments: PRIOR DEED, 2662/1839, 12/12/13.

Mortgage 1

Lender: JOHN J. ANTONY, A MARRIED MAN

Borrower: GROWING HOPE FOUNDATION CORPORATION

Litigation: None Found

Comments: ASSIGNMENT OF MORTGAGE, 2813/884, 08/30/16; ASSIGNING MORTGAGOR AS TO PATRICK GARVEY;

MORTGAGE MODIFICATION AGREEMENT, 2878/1382, 11/08/17; JOHN J. ANTHONY., NOTE: MORTGAGE HAS A DUE DATE OF 11/22/2018, NO SATISFACTION RECORDED.

Other Encumbrances & Comments

Litigation:

Comments: FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE, 2963/680.

Tax Information

Parcel #: 00111070-004000

Tax Year: 2019

Delinquent: No

Tax Value: \$23,880.00

Exemption: \$0.00

Annual Tax: \$221.17

Comments: 2019 TAXES PAID IN THE AMOUNT OF \$218.96 ON 02/13/2020.

Please note, this report is believed to be accurate but it is up to you to use the report as part of your research and do your due diligence in parsing & verifying it's data before making a purchase decision. EasyTitleSearch.com recommends a consultation with a real estate lawyer to review the documents in this report if you don't feel confident enough verifying it's contents on your own before making any real estate purchases. EasyTitleSearch.com cannot be held responsible for errors or omissions in our reports.



Report On: 258 Cunningham Ln , Big Pine KeyBig Pine Key, FL, 33043 Creation Date: 07/16/2020 Effective Date: 07/10/2020

Property Information

Mortgages Found: 1

Litigation: No

Delinquent Taxes: No

Site Address: 258 Cunningham Ln, Big Pine KeyBig Pine Key FL, 33043

County: Monroe
Owner Name: Patrick Garvey
Tax Id: 00250680-000000

Legal: Lot 7 Block 1 Pine Hammock Big Pine Key PB 3 PG 163 (Vacant Residential)

Chain of Title Information

Deed Type: Corrective Warranty Deed

Title Vested in: Patrick Garvey

Grantor: Growing Hope Foundation Corporation

Dated: 09/17/2016 Recorded: 09/26/2016 Book & Page: 2817/1083

Comments: None

Mortgage 1

Amount: \$78,057.32 Dated: 11/22/2013 Recorded: 12/12/2013 Book & Page: 2662/1841

Lender: Growing Hope Foundation Corporation (This Mortgage encumbers various properties)

Borrower: John J. Antony, a married man

Litigation: None Found

Comments: Modification Agreement 11/08/2017 2877/1382,

No Release found for this mortgage

Other Encumbrances & Comments

Litigation:

Comments: Final Judgment Dissolution of Marriage Patrick Garvey and Angelica Oliveira 05/03/2019 2963/680,

Patrick Garvey by Warranty Deed 08/30/2016 2813/880,

Growing Hope Foundation by Warranty Deed 12/12/2013 2662/1839

Tax Information

Parcel #: 00250680-000000

Tax Year: 2019

Delinquent: No

Tax Value: \$88,806.00

Exemption: \$0.00

Annual Tax: \$780,72

Comments: 2019 Taxes paid 03/06/2020 \$780.72

Please note, this report is believed to be accurate but it is up to you to use the report as part of your research and do your due diligence in parsing & verifying it's data before making a purchase decision. EasyTitleSearch.com recommends a consultation with a real estate lawyer to review the documents in this report if you don't feel confident enough verifying it's contents on your own before making any real estate purchases. EasyTitleSearch.com cannot be held responsible for errors or omissions in our reports.

EasyTitleSearch.com Fast And Affordable Florida O & E Reports (855) 88 - TITLE

Dock 2093118 09/26/2015 4:19PM Filed & Recorded in Official Records of MONROE COUNTY RMY HEAVILIN Dock 2093118 Bk# 2817 Pg# 1083

Prepared by and return to: Franklin D. Greenman, P.A. 5800 Overseas Hwy. Suite 41 Marathon, FL 33050

Parcel Identification No. 00250680-000000, 00111070-004000, 00250660-000000

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Corrective Warranty Deed

To Correct Legal description of the Property

This Warranty Deed made this 17 day of Swidew 2016 between Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Florida whose address is 258 Cunningham Lanc, Big Pine Key, FL 33040: "grantor", and Patrick Garvey, whose address is 125 Cunningham Lanc, Big Pine Key, FL 33040. "grantee".

Witnesseth, that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 5, 6, 7, 8, 13, 14, 15, and 16 of Block 1 of PINE HAMMOCK, according to the plat thereof, as recorded in Plat Book 3, Page 163 of the Public Records of Monroe County, Florida

ÁND

Tract D of Pine Key Acres, Section One, as recorded in O.R. Book 509, page 1046 through 1049 of the Public Records of Monroe County, Florida.

SUBJECT TO: taxes and assessments for 2016 and subsequent years; and covenants, conditions, restrictions, easements, reservations and limitations, if any, of record.

This Warranty Deed was prepared without the benefit of title examination.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND said granter hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

The terms "grantor" and "grantee" are used for singular or plural as context requires.

In Witness Whercof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Doc# 2093118 Bk# 2817 Pg# 1084

Signed, spaled and delivered in our presence: Witness Names Signed.	Growing Hope Foundation Corporation, By its President
angi Cestella Witness Name: Angie Costella	
STATE OF FLORIDA	
COUNTY OF MONROE	
The foregoing instrument was acknowledged be Patrick Garvey, President of Growing Hope For	efore me this \(\frac{1}{1}\) day of \(\sum_{\text{is personally known or } \bigcup_{\text{is personally known or } \bigcup_
has produced a driver's license as identification.	
p. oddood a direct a recense as identifications	
[Notary Seal]	Junos
ARNO SILVA Notary Public - State of Florida	Notary Plastic AMO LUM
My Comm. Expires Oct 4, 2018	My Commission Expires:

MONROE COUNTY OFFICIAL RECORDS

Dock 1951132 12/12/2013 16:018M Filed & Recorded in Official Records of MONROE COUNTY AMY HERVILIN

Prepared by and return to:
Thomas D. Wright
Attorney at Law
Law Offices of Thomas D. Wright Chartered
Post Office Box 500309
Marathon, FL 33050
305-743-8118
File Number: 13-180

2712/2013 18:01AM NTANGIBLE TAX CL: Krys ORTGAGE DOC STAMP CL:

155 坚

Dock 1961132 Bk# 2552 Pg# 1841

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MORTGAGE

This Indenture, Made this November 22, 2013 by and between Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Florida whose address is 9956 Aviation Blvd., Marathon, FL 33050, hereinafter called the Mortgagor, and John J. Antony, a married man whose address is Post Office Box 121311, Clermont, FL 34712, hereinafter called the Mortgagoe:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 5,6, 7, 8, 13, 14, 15 and 16 of Block 1 of PINE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 3, Page 163, of the Public Records of Monroe County, Florida.

AND

Will Call No.:

Tract D of Pine Key Acres, Section One, as recorded in O.R. Book 509, page 1046 through 1049 of the Public Records of Monroe County, Florida.

This is a first mortgage.

THIS MORTGAGE MAY NOT BE ASSUMED AND UPON THE SALE, TRANSFER, LEASE-OPTION TO PURCHASE, AGREEMENT FOR DEED OR TRANSFER IN ANY OTHER MANNER THE NOTE SECURED HEREBY BECOMES DUE AND PAYABLE IN FULL.

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagoe, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

Initials: DoubleTimes

Doch 1961132 Bk# 2662 Pg# 1842

- To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.
- 2. To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.
- 3. To permit no other lien or mortgage to be placed ahead of this mortgage.
- 4. Mortgagor shall provide proof of payment of annual real estate taxes by March 31, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and such non payment of taxes shall constitute a default, and shall accrue interest at the maximum rate allowed by law.
- 5. The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.
- 6. If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 30 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at Monroe County, Florida on the date written above.

Signed, sealed and delivered in the presence of:

Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Fl

Ву: _____

MAN V JO

Florida Martgage (Seller) - Page 2

DoubleTimee

Doc# 1961132 Bk# 2662 Pg# 1843

State of Florid NOW County of

75/20/P

The foregoing instrument was acknowledged before me this left day of November, 2013 by Patrick Garvey, President of Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of FI, on behalf of the corporation. They [] are personally known to me or [X] have produced a driver's life as [Xi] doubtification.

[Notary Seal]

SHERRY L. TARN
Notary Public, State of Florida
Commissions EE 170889
My comm. expires Mar. 8, 2016

Notary Public

Printed Name:

My Commission Expires:

Florida Mortgage (Seller) - Page 3

DoubleTimee

Doc# 1961132 Bk# 2662 Pg# 1844

Witness Name:

Henry P. Johnson

Witness Name: Luck ASH

State of Maryland County of Manyland

The foregoing instrument was acknowledged before me this 1st day of November, 2013 by Josef Crosby, Vice President of Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Fi, on behalf of the corporation. They [] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Harech A. Laheri.

My Commission Expires: 04.15-2016

Haresh A. Laheri NOTARY PUBLIC Montgomery County, Maryland My Commission Expires 4/15/16

Florida Mortgage (Seller) - Page 4

DoubleTimee

Dock 1961132 Bk# 2662 Pa# 1845

PROMISSORY NOTE

\$78,057.32

November 22, 2013 Big Pine Key, Monroe County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of John J. Antony, a married man at Post Office Box 121311, Clermout, FL 34712 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of Seventy-Eight Thousand Fifty-Seven and 32/100 Dollars (\$78,057.32) with interest from the date hereof, at the rate of Five and One-Half percent (5.5 %) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

Equal consecutive monthly installments of principal and interest due in the amount of \$443.20 each commencing April 22, 2014 and on the 22nd day of each and every month thereafter.

All principal and accrued interest shall become due and payable on November 22, 2017. In addition to the balloon payment, the additional accrued interest from November 22, 2013 through March 22, 2014 shall be included in the amount of \$1,412.40 to the balloon payment.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, without penalty, at any time prior to maturity.

This note with interest is secured by a purchase money mortgage, of even date herewith, the terms of which are incorporated herein by reference, made by the makers hereof in favor of the said payee, is given as part of the purchase price of the real property described in the mortgage, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any installment under this note, and if such default is not made good within 30 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectible without notice, time being of the essence of this contract, and the principal sum and accrued interest shall both bear interest at the rate of 18% from the date of default until paid. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 15 days of the due date shall include a late charge of 5% of the payment due. This late charge shall not apply to the balloon payment. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.

Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Fl

Patrick Garvey -Borrower, Preside

DoubleTime

Doc# 1961132 Bk# 2662 Pe# 1846

Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Fl

By Cresby Borrower, Vice President (Corporate Seal)

The state documentary tax due on this Note has been paid on the Mortgage securing this indebtedness.

MONROE COUNTY OFFICIAL RECORDS

Promissory Note (PMM) - Page 2

DoubleTimes

Dock 2142907 11/08/2017 3:33PM Filed & Recorded in Official Records of MONROE COUNTY KEVIN MODOK

Doc# 2142907 Bk# 2878 Pg# 1382

MORTGAGE MODIFICATION AGREEMENT

Whereas, Patrick Garvey, of 258 Cunningham Lane, Big Pine Key, Florida, the assignee of the Growing Hope Foundation Corporation, has received and granted a Mortgage and Note to John J. Anthony of P.O. Box 121311, Clermont, Florida encumbering property in Big Pine Key, Monroe County, Florida, which mortgage is recorded at Official Records Book 2662, pages 1841-1846 of the Public Records of Monroe County, Florida, and

Whereas, the above reference mortgage has a due on sale of conveyance clause, and

Whereas, the principal and interest on the Mortgage and Note is due and payable on November 22, 2017, and

Whereas, the parties have agreed to extend the due date on the Note and Mortgage until November 22, 2018.

NOW THEREFORE, in Consideration of the mutual covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

 The principal and interest due under the Note and Mortgage shall be due on November 22, 2018.

 Other than the due date, all the terms and conditions of the Note and Mortgage remain in force and effect and Patrick Garvey specifically accepts the terms and conditions of the above

referenced Note and Mortgage.

Patrick Garvey

Witness as to Patrick Garvey

Witness as to Patrick Garvey

John J. Anthony

Witness as to John J. Anthony

Witness as to John J. Anthony

STATE OF FLORIDA COUNTY OF MONROE

The foregoing instrument was acknowledged before me this day of November 2017 by Patrick Garvey who [1] is personally known or [1] has produced a driver's license as identification.

[Notary seal]

4

Mari Martin-Vegue commission / FF185477 Expires: December 28, 2018 www.AaronNotary.com

Notary Public

mari Martin-Vegu

Printed Name

My Commission Expires: 12-28-18

Page 1 of 2

Doc# 2142907 Bk# 2878 Pg# 1383

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ______ day of November 2017 by John J. Anthony who [] is personally known or [] has produced a driver's license as identification.

[Notary seal]

ELAINE P. HENRY
NOTARY PUBLIC
STATE OF FLORIDA
Commit FF164240
Expires 9/29/2018

Elaine

Printed Name

My Commission Expires: 9-29-2019

MONROE COUNTY OFFICIAL RECORDS

Page 2 of 2

IN THE CIRCUIT COURT OF THE SIXTEENTHTH JUDICIAL CIRCUIT, IN AND FOR MONROE COUNTY, FLORIDA

PATRICK GARVEY, Petitioner CASE NO.: 2018-DR-1435-K FAMILY LAW DIVISION 2019 MAY -3 AM 11: 21

and

Doc# 2219265 05/09/2019 9:33AM Filed & Recorded in Official Records of MONROE COUNTY KEVIN MADOK

ANGELICA OLIVEIRA, Respondent.

FINAL JUDGMENT ON DISSOLUTION OF MARRIAGE WITH DEPENDENT OR MINOR CHILDREN

THIS CAUSE came to be heard on 4/18/19, upon the Petition for Dissolution of Marriage filed by Husband. After taking testimony and other evidence in open Court and reviewing the Court file, the Court FINDS as follows:

- 1. The Court has jurisdiction of the parties and the subject matter herein.
- 2. The Petitioner has been a resident of the State of Florida for at least six (6) months prior to the filing of the Petition for Dissolution of Marriage.
- 3. Irreconcilable differences exist and have caused the irretrievable breakdown of the marriage, and all efforts and hope of reconciliation would be impracticable.
- 4. The parties have settled between themselves their respective rights, duties, and obligations regarding property, liabilities, and children, and so have entered into a written Marital Settlement Agreement and Long_Distance Parenting Plan. Both these Agreements were electronically filed on 4/17/19, prior to the Final Hearing in this cause.

IT IS, therefore, ORDERED and ADJUDGED as follows:

- 1. The parties are awarded Judgment for Dissolution of Marriage, and the bonds of matrimony heretofore existing between Patrick Garvey (hereinafter referred to as "Husband" or as "Father") and Angelica Oliveira (hereinafter referred to as "Wife" or as "Mother") are hereby dissolved.
- 2. Both the Marital Settlement Agreement and Long_distance PArewthnig Plan of the parties, incorporated herein by reference for all purposes, are approved and expressly made a part of this Final Judgment for Dissolution of Marriage, and all of the terms and provisions of said Agreements are RATIFIED, CONFIRMED, and ADOPTED

Doc# 2219265

as Orders of this Court to the same extent and with the same force and effect as if its terms and provisions were set forth verbatim in this Final Judgment, and the parties are **ORDERED** to comply with the terms and provisions of said Agreements.

- 3. Each party shall (a) provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Final Judgment or the Marital Settlement Agreement, and (b) timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Final Judgment or the Marital Settlement Agreement.
- 5. Any right, claim, demand or interest of the parties in and to the property of the other, whether real, personal or mixed, of whatever kind and nature and wherever situated, including but not limited to homestead, succession and inheritance arising out of the marital relationship existing between the parties hereto, except as expressly set forth or arising out of said Marital Settlement Agreement, is forever barred and terminated.
- 6. The Court expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

on the 30 day of

. 2019 و

HONORABLE BONNIE HELMS

CIRĆUIT JUDGE

Copies to:

MONROE COUNTY OFFICIAL RECORDS

Eugene Kyle, Esq. Cheri Shapiro, Esq.

Doc# 2089807 08/30/2016 1:29PM Filed & Recorded in Official Records of MONROE COUNTY RMY HEAVILIN

105 K

08/30/2016 1:29PM DEED DOC STAMP CL: MA

\$735.00

Prepared by and return to: Franklin D. Greenman, P.A. 5800 Overseas Hwy. Suite 41 Marathon, FL 33050

Parcel Identification No. 00250680-000000. 00111070-004000, 00250660-000000

Doc# 2089807 Bk# 2813 Pg# 880

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Warranty Deed

This Warranty Deed made this 24 day of Agust, 2016 between Growing Hope Foundation Corporation, an Ohio not for profit corporation, authorized to do business in the State of Florida whose address is 258 Cunningham Lane, Big Pine Key, FL 33040: "grantor", and Patrick Garvey, whose address is 125 Cunningham Lane, Big Pine Key, FL 33040, "grantee".

Witnesseth, that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 5, 6, 7, 8, 14, 15, and 16 of Block 1 of PINE HAMMOCK, according to the plat thereof, as recorded in Plat Book 3, Page 163 of the Public Records of Monroe County, Florida

SUBJECT TO: taxes and assessments for 2016 and subsequent years; and covenants, conditions, restrictions, easements, reservations and limitations, if any, of record.

This Warranty Deed was prepared without the benefit of title examination.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND said grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

The terms "grantor" and "grantee" are used for singular or plural as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Doc# 2089807 Bk# 2813 Pg# 881

Witness Name: 50 SAN

Growing Hope Foundation Corporation, By its Vice President

Witness Name: Mark Ward

STATE OF FLORIDA COUNTY OF MONROE

produced a driver's license as identification.

[Notary Seal]

My Commission Expired

WWW.AARONNOTARY.COM

MONROE COUNTY OFFICIAL RECORDS

155m

Doc# 1961131 12/12/2013 ANY HEAVILIN MONROE COUNTY

Prepared by and return to: Thomas D. Wright Attorney at Law Law Offices of Thomas D. Wright Chartered Post Office Box 500309 Marathon, FL 33050 305-743-8118 File Number: 13-180 Will Call No .:

12/12/2013 10:01AM DEED DOC STAMP CL: Krys

Parcel Identification No. 00250680-000000

[Space Above This Line For Recording Data]

Warranty Deed (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 22nd day of November, 2013 between John J. Antony, a married man whose post office address is Post Office Box 121311, Clermont, FL 34712 of the County of Lake, State of Florida, grantor*, and Growing Hope Foundation Corporation, an Ohlo not for profit corporation, authorized to do business in the State of Florida whose post office address is 9956 Aviation Blvd., Marathon, FL 33050 of the County of Monroe, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Lots 5,6, 7, 8, 13, 14, 15 and 16 of Block 1 of PINE HAMMOCK, according to the Plat thereof, as recorded in Plat Book 3, Page 163, of the Public Records of Monroe County, Florida.

AND

Tract D of Pine Key Acres, Section One, as recorded in O.R. Book 509, page 1046 through 1049 of the Public Records of Monroe County, Florida.

The herein described property is not the homestead of the Grantor and his permanent place of residence is in Clermont, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Double Times

Doc# 1961131 Bk# 2662 Pg# 1840

Signed, sealed and delivered in our presence:

Witness Name: Geology Balot

Witness Name: Slow Heary

John J. Antony

State of Florida

County of LAKE

The foregoing instrument was acknowledged before me this 22 day of November, 2013 by John J. Antony, who [] is personally known or [X] has produced a driver's license as identification.

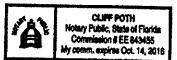
[Notary Seai]

Notary Public

Printed Name:

My Commission Expires:

10/14/16



MONROE COUNTY OFFICIAL RECORDS

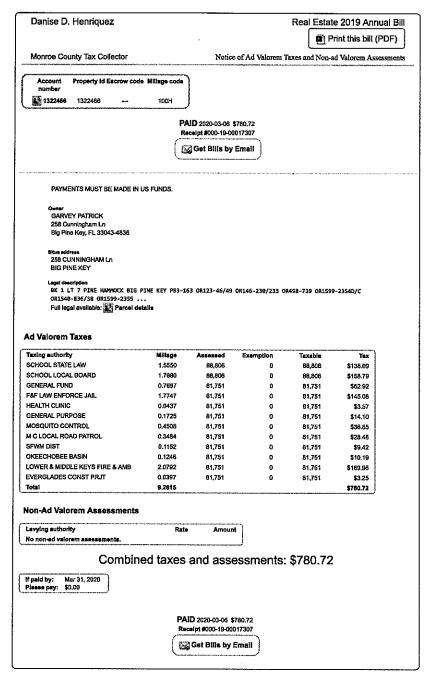
Warranty Deed (Statutory Form) - Page 2

DoubleTime•



Real Estate Account At 258 CUNNINGHAM Ln, BIG PINE KEY

Real Estate Account #132	2466		į,	Parcel details		test bill	📆 View/Print full bill history
	2019	2018	2017	2016		1998	.)
	PAID	PAID	PAID	NO	. I.u.	PAID	
				TAXES			
				DUE			

















(305) 295-1000 1001 James Street PO Box 6100 Key West, FL 33040-6100 www.KeysEnergy.com

UTILITY BOARD OF THE CITY OF KEY WEST

July 9, 2020

Patrick B. Garvey 258 Cunningham Lane Big Pine Key, FL 33043

RE: Road Abandonment – Pine Drive on Big Pine Key

Dear Mr. Garvey:

Keys Energy Services (KEYS) has reviewed your request for road abandonment for Pine Drive on Big Pine Key adjacent and contiguous Lots 5, 6, 7, and 8, Block 1 of Pine Hammock, according to the Plat thereof, as recorded in Plat Book 3, Page 163, of the Public Records of Monroe County, Florida. KEYS has no objection to the proposed road abandonment, our facilities are outside of the proposed area.

If you have any question, please feel free to contact me at 305.295.1055.

Sincerely,

Matthew Alfonso

Engineering Supervisor

Matthew.Alfonos@KeysEnergy.com

Copied via electronic mail:

Lynne Tejeda, General Manager & CEO

Jack Wetzler, Assistant General Manager & CFO

Dan Sabino, Director of Engineering & Control

Fred Culpepper, Director of T&D

Erica Zarate, Director of Customer Services



Fariborz Fakhralshoara MGR OSP PLNG & ENGRG **DESIGN** Engineering and Construction

650 United St, KEY WEST, FL 33040

T: 786.478.2964 ff6437@att.com

July 14, 2020

Patrick B. Garvey 258 Cunnigham Lane Big Pine Key, FL 33043

Subject: Road Abandonment- Pine Drive on Bing Pine Key

Mr. Garvey,

On behalf of Bellsouth Telecommunications, Inc. d/b/a AT&T Florida, this letter shall serve as notice of "non-objection" to the vacation/abandonment of the Lane Adjacent to Lots 5 through 8 of Pine Hammock Subdivision according to recorded Plat Book 3, Page 163 of Public Records and Tract D of Pine Acres in Big Pine Key of Monroe county.

Please contact Fariborz Fakhralshoara at 786-478-2964 for any further assistance.

Sincerely,

Fariborz Fakhralshoara

MGR OSP PLNG & ENGRG DESIGN

Construction & Engineering-SE

SE Network Operations

South Florida District.



Patrick Garvey <patrickbgarvey@gmail.com>

Email and Contact Info

Clarke-Judith <Clarke-Judith@monroecounty-fl.gov> To: Patrick Garvey <patrickbgarvey@gmail.com>

Fri, Jul 10, 2020 at 8:30 AM

Good Morning – this section of right-of-way that is proposed to be abandoned is an unimproved roadway/right-of-way that does not currently serve vehicle traffic so there is no need for a turnaround on it.

Sincerely,

Judith S. Clarke, P.E.

Director of Engineering Services

Monroe County

1100 Simonton Street

Key West, Florida 33040

Office: 305-295-4329

Fax: 305-295-4321

Clarke-judith@monroecounty-fl.gov

From: Patrick Garvey [mailto:patrickbgarvey@gmail.com]

Sent: Friday, July 10, 2020 7:51 AM

To: Clarke-Judith

Subject: Re: Email and Contact Info

CAUTION: This email originated from outside of the County. Whether you know the sender or not, do not click links or open attachments you were not expecting.

[Quoted text hidden]



DATE:

July 14, 2020

TO:

Emily Schemper, Senior Director

Planning & Environmental Resources

FROM:

Pamela Hancock D.C.

SUBJECT: May 20th BOCC Meeting

Enclosed is the original Letter of No Objection (for Patrick Garvey – Item H3) from the County Commission, as an adjacent property owner, for a future proposed Right of Way abandonment for Pine Drive on Big Pine Key, whereby half of the right of way would go to Mr. Garvey and the remaining half would go to Monroe County and the State of Florida (BOT TIIF).

Should you have any questions please feel free to contact me at (305) 292-3550.

cc:

County Attorney

Finance File

County of Monroe The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Heather Carruthers, District 3 Mayor Pro Tem Michelle Coldiron, District 2 Craig Cates, District 1 David Rice, District 4 Sylvia J. Murphy, District 5

July 14, 2020

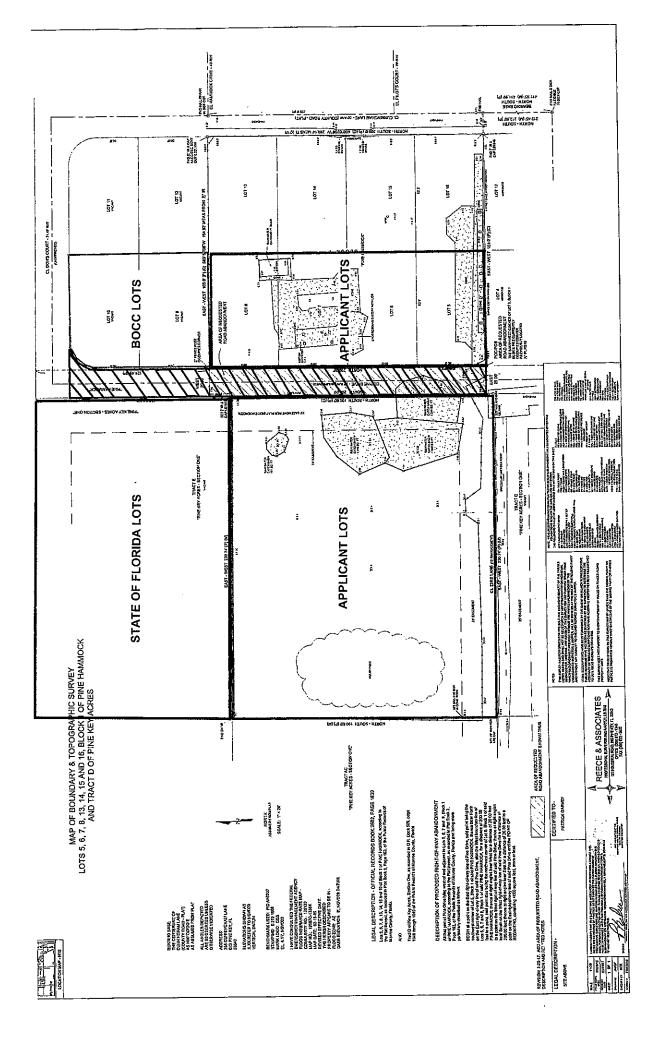
Re: Right-of-Way Abandonment Application Adjacent Property Owners Consent

A right-of-way abandonment request made by Mr. Patrick Garvey will affect properties owned by the Monroe County BOCC. The description of the right-of-way proposed to be abandoned is the north portion of Pine Drive on Big Pine Key and is surrounded on the west by Tract D and E, Pine Key Acres, on the north by Don's Court, and on the east by Block 1, Lots 5-10 and Lots 13-16, Pine Hammock Subdivision, Plat Book 3, Page 163. The Monroe County BOCC owns Lots 9 and 10 of Block 1 of Pine Hammock Subdivision, Plat Book 3, Page 163 of the Public Records of Monroe County, Florida. Tract D to the west of the right-of-way is owned by the State of Florida (BOT TIIF). The remaining lots to the east, and Tract E to the west are owned by Mr. Garvey.

The applicant has furnished to the BOCC a drawing that clearly indicates the proposed portion of right-of-way to be abandoned on Pine Drive on Big Pine Key and its relationship to the BOCC owned properties. The Monroe County BOCC hereby consents to the proposed abandonment as described and depicted, for the purposes of ROW abandonment application requirements. Full review of the ROW abandonment request will proceed by the requirements of MCC Section 19-1 and Florida Statute.

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

Mayor Heather Carruthers



APPLICATION

ADJACENT PROPERTY OWNERS CONSENT TO ABANDON

Before me this day personally appeared	who, being
duly sworn, deposes and says:	
I, Board of Trustees of the Internal Improvement Trust Fund of Florida	, am the owner of
Parcel ID #'s 26662900111370000000 & 26662900111070005000	
(legal description of property).	
I have been furnished a drawing which clearly indicates the right-of-way to be abandon my property. I hereby consent to the abandonment of the described petition site, v property as described above.	ed and its relationship to which is adjacent to the
Signature: Brad Richardson Centor Management Analyst Supervisor, Department of Environmental Protection, for and on behalf of the Board Trust Fund of Florida STATE OF FLORIDA	I of Trustee of the Internal Improvemen
COUNTY OF Leon	
Sworn to and subscribed before me this 40 day of November , 2019	
by Brad Riberds , who is personally known to (PRINT NAME OF PERSON MAKING STATEMENT)	me OR produced
Parsonally Known as identification. (TYPE OF ID PRODUCED)	
Signature of Notary Public	
Print, Type or Stamp Commissioned Nature of Notata Pythle State of Florida My commission expires: KATHY C. GRIFFIN Commission # FF 917725 My Comm. Expires Nov 27, 2019 Bonded through National Notary Assn.	

PLEASE NOTE: IF A PROPERTY IS JOINTLY OWNED ALL OWNERS MUST SIGN. IF PROPERTY IS HELD IN AN ESTATE, PROOF OF SIGNING AUTHORITY IS REQUIRED.

